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Attorneys for Defendants
KEVIN VU and CAFE BONITA, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SINHDARELLA, INC., a California
corporation,

Plaintiff,

v.

KEVIN VU, an individual, d/b/a/ THE
BOILING CRAB; CAFE BONITA, INC.,
a California corporation; and DOES 2
through 10,

Defendants.

CASE NO. C 07 04353 WHA

Honorable William H. Alsup

**STIPULATION DISMISSING ACTION
WITHOUT PREJUDICE AND [PROPOSED]
ORDER THEREON**

[Fed. R. Civ. P. 41(a)(1)(A)(ii)]

1 Plaintiff Sinhdarella, Inc. ("Sinhdarella") and Defendants Kevin Vu and Café
2 Bonita, Inc. ("Defendants") hereby stipulate through their respective counsel of record as
3 follows:

4
5 WHEREAS, Sinhdarella filed a complaint against Defendant Kevin Vu in the
6 above-captioned action on or about August 23, 2007 ("Complaint");

7 WHEREAS, Defendant Kevin Vu answered the Complaint on or about September
8 18, 2007;

9 WHEREAS, Sinhdarella filed a First Amended and Supplemental Complaint
10 against Defendants on or about January 4, 2008 ("First Amended and Supplemental
11 Complaint");

12 WHEREAS, Defendants answered the First Amended and Supplemental
13 Complaint on or about February 5, 2008; and

14 WHEREAS, a resolution by written settlement agreement has been reached by
15 and between Sinhdarella and Defendants as to the claims in the Complaint and First Amended
16 Complaint ("Settlement Agreement"), which Settlement Agreement provides that the parties
17 shall jointly submit a proposed permanent injunction to the Court ("Stipulated Permanent
18 Injunction") and that, provided certain requirements described in the Settlement Agreement are
19 satisfactorily met, this action shall be dismissed without prejudice by stipulation of the parties on
20 the terms described more fully in the Settlement Agreement;

21 NOW, THEREFORE, IT IS HEREBY STIPULATED by the parties herein,
22 through their undersigned counsel of record, as follows:

23 1. This action, including any and all claims asserted therein, is dismissed
24 without prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure;

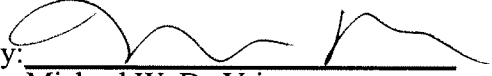
25 2. The parties request that the Court retain jurisdiction to the maximum
26 extent permitted by law to enforce the Stipulated Permanent Injunction, to enforce the parties'
27 Settlement Agreement, and to enter a Stipulated Judgment against Defendants in the event that
28 Sinhdarella is entitled to and elects to do so under the Settlement Agreement;

1 3. All parties shall bear their own attorneys' fees and costs in connection
2 with this action, except as may be expressly provided in the Settlement Agreement.

3 IT IS SO STIPULATED AND AGREED.

4 DATED: March ²⁸~~13~~, 2008

LATHAM & WATKINS LLP

6
7 By: 
Michael W. De Vries

8 Attorneys for Plaintiff Sinhdarella, Inc.

10 DATED: March 13, 2008

LAW OFF. OF CHRISTOPHER HAYS

12
13 By: _____
Christopher Hays

14 Attorneys for Defendants Kevin Vu and Cafe
15 Bonita, Inc.

3. All parties shall bear their own attorneys' fees and costs in connection with this action, except as may be expressly provided in the Settlement Agreement.

IT IS SO STIPULATED AND AGREED.

DATED: March 13, 2008

LATHAM & WATKINS LLP

By: Michael W. De Vries

Attorneys for Plaintiff Sinhdarella, Inc.

DATED: March 13, 2008

LAW OFF. OF CHRISTOPHER HAYS

By: 
Christopher Hays

Attorneys for Defendants Kevin Vu and Cafe Bonita, Inc.

[PROPOSED] ORDER

The Court has reviewed the Stipulation set forth above and incorporates it in this Order as if fully set forth therein. Accordingly, the Court ORDERS as follows:

1. This action, including any and all claims asserted therein, is dismissed without prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure;

2. The parties request that the Court retain jurisdiction to the maximum extent permitted by law to enforce the Stipulated Permanent Injunction, to enforce the parties' Settlement Agreement, and to enter a Stipulated Judgment against Defendants in the event that Sinhdarella is entitled to and elects to do so under the Settlement Agreement;

3. All parties shall bear their own attorneys' fees and costs in connection with this action, except as may be expressly provided in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. William H. Alsup
United States District Judge